

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Mullen 36 Essex Street Wenham, MA 01984	2. Registration No. 5512
--	---------------------------------

3. Name of foreign principal Scottish Enterprise	4. Principal address of foreign principal 5 Atlantic Quay 150 Broomielaw Glasgow G2 8LU Scotland, UK
---	--

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Scottish Development International
- b) Name and title of official with whom registrant deals. Mike Rymaruk, Senior Communications Executive

7. If the foreign principal is a foreign political party, state:

- a) Principal address. (NOT APPLICABLE)
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, (NOT APPLICABLE)

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No


Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

(NOT APPLICABLE)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

(NOT APPLICABLE)

Date of Exhibit A	Name and Title	Signature
7/31/02	Kathy Martin Account Supervisor	

INSTRUCTIONS A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Mullen 36 Essex Street Wenham, MA 01984	2. Registration No. 5512
3. Name of Foreign Principal Scottish Enterprise (through Weber Shandwick)	

Check Appropriate Boxes:


4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attachment A.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attachment B.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
7/31/02	KATHY MARTIN - ACCOUNT SUPERVISOR	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

ATTACHMENT :

(A)

Mullen is an affiliated entity to Weber Shandwick and provides services to Scottish Enterprise as "Agency Representatives" as outlined in the attached contract. Refer to Attachment C within the contract. The nature of the agreement is to provide a broad range of marketing communication services to Scottish Enterprise in the promotion of Scottish Development International. Performance is measured primarily by quality of creative product and leads/responses generated by marketing programs.

(B)

Mullen is/will engage in marketing communication services including:

- account management – strategic planning, project coordination, meetings/calls
- research – quantitative and qualitative studies as required, to evaluate effectiveness of creative product and define target audience
- print advertising production – design, copywriting and production
- media services – planning, negotiating and buying of print and out-of-home advertising
- direct marketing – creative development, list procurement, printing and mailing services
- corporate identity and design – development of style guidelines for corporate brochures, exhibition stands, ads and other materials
- interactive services – web banner development and web site consultation



Scottish Enterprise

Ellen Fletcher
Weber Shandwick
101 Main Street
8th Floor
Cambridge MA 02142
USA

Alan McIntyre
Network Marketing Director

14th June 2002

Dear Ellen

Ref: Scottish Enterprise Contract

I write to confirm that following the annual review in March 2002 we wish to retain the services of Weber Shandwick to provide marketing and public relations counsel and services to Scottish Enterprise in North America from April^{1st} 2002 to March 31st 2003. This is based on the same terms and conditions detailed in the contract signed by Micho Spring for Weber Shandwick dated 29th November 2001 and by Robert Miller dated 4th December 2001.

I attach the final agreed Budget Estimate, the agreed pr targets and key personnel for our account which will form the basis of the contract.

Yours sincerely

Alan McIntyre
Network Marketing Director

Cc: Mike Rymaruk
Judy Torrance



INVESTOR IN PEOPLE

Helping the people of Scotland create and sustain jobs, prosperity and a high quality of life

150 Broomielaw, Atlantic Quay

Glasgow G2 8LU

Tel: 0141-228-2921

Fax: 0141-228-2138

Email: alan.mcintyre@scotent.co.uk

Website: www.scottish-enterprise.com

Scottish Enterprise
Public Relations Budget Estimate for April 2002 through March 2003
Finalised Plan - May 31, 2002

Overall Activity Description	Subactivities within Overall Activity	Detailed Activities	Staff Time	Out-of-Pocket Cost	Total
<p style="text-align: center;">MONTHLY RETAINER</p>	<p style="text-align: center;">N/A</p>	<p>Ongoing media relations and support, including the items listed below, for Scottish Development International and the Alba Centre, with emphasis on the biotechnology and MOCT sectors:</p> <ul style="list-style-type: none"> • Press tour recruitment (two trips of 6 journalists) • Drafting materials (i.e. releases) and ongoing pitching (features, op-eds, announcements) • Desk Side Briefings (with Director, North America, SE VIPs, Ministers, Global Scots) • Global Scots promotion • PR support to STAR Center activities and companies • Pre-trade show media outreach • Outreach to relocation specialists • Ongoing client research & processing client requests • Account management (media monitoring, budgeting, reporting, clip service, WeberWorks) (\$23,000/month x 12 months) 	<p style="text-align: center;">\$276,000</p>	<p style="text-align: center;">\$24,000</p>	<p style="text-align: center;">\$300,000 SPO 33144</p>

<p>ADDITIONAL CORE PROGRAM ELEMENTS</p>	<p>Biotechnology Sector</p>	<p>Participation in Bio 2002 -- research, developing pitch, scheduling interviews, on site support (travel for 1 staff member) Biotech Media Tour with Sir David Lane (San Diego, Boston, MD) A three-city media tour to showcase Scotland's biotech sector built around Scotland's renowned scientist who discovered the p53 suppressor gene, including media events & interviews. (travel for one staff member)</p>	<p>\$41,000</p>	<p>\$5,000</p>	<p>\$46,000 SPO 33307</p>
<p>ADDITIONAL CORE PROGRAM ELEMENTS</p>	<p>MOCT Sector</p>	<p>Semiconductor Press Tour – Scotland Tour for six semiconductor trade journalists (travel for 1 staff member for four days) Optoelectronics Press Tour – Scotland tour for six optoelectronics trade journalists (travel for 1 staff member for four days) Participation in OFC -- research, developing pitch, scheduling interviews, on site support (travel for 1 staff member) Participation in Photonics West – research, developing pitch, scheduling interviews, on site support (travel for 1 staff member) Additional Sector Public Relations Support – additional research, media outreach, meetings, etc, to promote this sector that are not trade show specific, yet are beyond the scope of the retainer.</p>	<p>\$68,000</p>	<p>\$22,600</p>	<p>\$90,600 SPO 33306</p>

<p>ADDITIONAL CORE PROGRAM ELEMENTS</p>	<p>Alba Centre Support</p>	<p>Participation in DAC – research, developing pitch, scheduling interviews, on site support (travel for 1 staff member)</p> <p>Participation in Semico Summit – research, developing pitch, scheduling interviews, on site support (travel for 1 staff member)</p> <p>Conduct and publicize one branded survey – launch this idea with a survey that can become annualized and help position the Alba Centre as a center for thought leadership</p>	<p>\$34,000</p>	<p>\$16,000</p>	<p>\$50,000 SPO 33312</p>
<p>ADDITIONAL CORE PROGRAM ELEMENTS</p>	<p>Energy Sector</p>	<p>Participation in OTC – We recommend supporting this sector by aggressively promoting SE's presence at this show including organizing an evening media reception to showcase Scotland's participating companies. Includes on site support.</p>	<p>\$7,000</p>	<p>\$8,000</p>	<p>\$15,000 SPO 33147</p>
<p>ADDITIONAL CORE PROGRAM ELEMENTS</p>	<p>Financial Services Sector</p>	<p>NASDAQ event – To support this sector, we recommend an event at NASDAQ that will include a ceremony either opening or closing the session, aggressive media outreach and an evening Whisky Tasting reception.</p>	<p>\$26,000</p>	<p>\$7,000</p>	<p>\$33,000 SPO 33304</p>
<p>ADDITIONAL CORE PROGRAM ELEMENTS</p>	<p>Ecommerce/Creative Industries/Software</p>	<p>Creative Industries Celebrity Event in LA – To showcase Scotland's leadership in computer games, we recommend organizing an event in LA in October, before the Christmas shopping season, featuring leading Scottish creative industry companies and a Hollywood celebrity with Scottish ties</p> <p>Participation in E3 – research, developing pitch, scheduling interviews, on site support (travel for 1 staff member)</p>	<p>\$22,000</p>	<p>\$7,000</p>	<p>\$29,000 SPO 33305</p>

ADDITIONAL CORE PROGRAM ELEMENTS	Special Event	West Coast Visit by Wendy Alexander – execution of public relations initiatives for Minister's visit including news releases, media outreach, desk side briefing and interviews	16,000	1,000	\$17,000 SPO 33148
ADDITIONAL CORE PROGRAM ELEMENTS	TQ Awards	While the exact role that we will play in this event is still evolving, we are committed to helping you leverage your sponsorship to maximize advantage.	\$8,500	\$1,500	\$10,000 SPO 33149
ADDITIONAL CORE PROGRAM ELEMENTS	Mailings	Newsletters (4 mailings – 60,000 copies – project management and postage)* * we endorse your inclination to move to cyber distribution of this and other publications and recommend reallocating this funding to that purpose following the June mailing which we think we provide you a greater return on your investment.	\$3,000	\$51,000	\$54,000 SPO 33140
ADDITIONAL CORE PROGRAM ELEMENTS	Interactive Services	Per our discussions last year, we recommend phasing in interactive services to support our overall marketing effort. Step one would be the transition to cyber newsletters, but there are additional possibilities as well, some of which were demonstrated to Ellen and Kathleen at our last monthly meeting.	25,000	5,000	\$30,000 SPO 33142
ADDITIONAL CORE PROGRAM ELEMENTS	Strategic Planning and Development	This covers two visits by the Weber account manager to Scotland for meeting and briefings, planning and participation in the monthly meetings, a possible orientation visit to Scotland for one team member from California and one from Boston, advance planning for year 3, and research on other projects as they develop	\$35,000	\$22,500	\$55,200 SPO 33227

SUBTOTAL PUBLIC RELATIONS CORE PROGRAM					\$692,000
OPTIONAL PROGRAMS	Additional Trade Show Support	We have included those shows that we think will provide you with the greatest value in the core program, but if resources were to become available, we could support your participation in additional shows such as the Md Bio Forum & Exhibition, Drug Discovery Tech 2002, Comdex, and SIIA	\$25,000	\$6,500	\$31,500
OPTIONAL CORE PROGRAMS	Tartan Week	We would be pleased to work once again with Scotland the Brand on promoting Tartan Week, but since this was an add-on program this year, we placed it in the optional category for year 2.	\$9,000	\$1,000	\$10,000
OPTIONAL CORE PROGRAMS	Miscellaneous	We still like the idea of somehow adapting the Scottish Executive Virtual Spokesperson for use in our PR efforts, and noted the desire to develop some "premium items" that could be used as corporate gifts. Until both ideas are explored further, we place them here but have not yet priced them.	TBD	TBD	TBD

<p>OPTIONAL PROGRAMS</p>	<p>Life Sciences/Medical Devices</p>	<p>The Wendy Alexander visit to Silicon Valley in early April will focus some attention on this sector. We place additional support for this sector in the optional category until more specific activities are identified or decision are made to reallocate other resources from the core program for this purpose.</p>	<p>\$20,000</p>	<p>\$5,000</p>	<p>25,000</p>
---------------------------------	---	---	------------------------	-----------------------	----------------------

Scottish Enterprise
Advertising Budget Estimate for April 2002 through March 2003
Revised May 17, 2002

Advertising		Activity	Detail	Staff Time	Out-of-Pocket	Total
	Agency Retainer		<ul style="list-style-type: none"> • Strategic planning • Project coordination • Meetings/calls • Retainer includes Account Service Staff time only all other staff costs have been included in disciplines listed below (8,000 x 12) 	\$96,000	\$10,000	\$106,000 SPO 33228
	Ad Production		<p>Revise content of three existing ads to include a stronger call to action and a direct response rider allowing SDI to identify and focus on the hot leads</p> <p>Revise body copy in existing ads to target Segments 1 & 2</p> <ul style="list-style-type: none"> • Allocate budget for NA art usage • Allocate small budget for individual requests 	\$50,000	N/A	\$50,000 SPO 33226
	Media		<p>Two waves - Second quarter flight - May/June and fourth quarter flight - Sept/Oct</p> <p>Utilize general advertising in niche publications to generate awareness and leads in top two priority segments.</p> <ul style="list-style-type: none"> • Focus on Biotechnology and Microelectronics • Negotiations will include request for targeted contact information to populate marketing database • Negotiations will include additional speaking and/or online opportunities 	\$275,790	N/A	\$275,790 SPO 33145

<p>Marketing Database</p>	<p>We recommend development of a marketing database populated with leads from tradeshow, magazine advertising, media sources and existing SDI databases to follow-up on hot lead potentials in all 6 priority segments. The database would allow for communications with the leads to begin and to be followed-up on throughout the year. Further it would provide lead information in all segments to be utilized for future planning endeavors</p> <ul style="list-style-type: none"> • Pricing assumes 5,000 targeted leads to populate database for 2003 • Populate with appropriate leads from existing databases, trade show lead information advertising magazine lead information, and possible purchased magazine leads • Database would be set-up to accommodate multiple segmentation 	<p>\$50,000</p>	<p>N/A</p>	<p>\$50,000</p>
<p>Direct Mail Program</p>	<p>Create a direct mail program to provide targeted exposure of SDI to established marketing database and garner additional exposure through word-of-mouth. DM would allow SDI to reach outside the US and give cost effective coverage in the later part of the year.</p> <ul style="list-style-type: none"> • Recommend two flights of direct mail per year to marketing database dropped after spring/summer tradeshow schedule and fall/winter schedule • Develop a business card sized cd with links as the primary direct mail information piece. CD would be tacked to a cost efficient, customizable "insert" when mailed or handed-out • CD's could also be used as handouts at tradeshow and as part of the media relations kits. • Additional or customized information and links could be added at efficient rates. 	<p>\$105,000</p>	<p>N/A</p>	<p>\$105,000 SPO 33338</p>

	<p align="center">SUBTOTAL ADVERTISING</p>	<p align="center">\$597,790</p>	<p align="center">\$2,500</p>	<p align="center">\$600,290</p>
	<p align="center">TOTAL PR, ADVERTISING, INTERACTIVE BUDGET ESTIMATE (not including any optional programs)</p>			<p align="center">\$830,600</p>
<p>OPTIONAL PROGRAMS: GUERRILLA MARKETING</p>	<p>1. Design and develop an SDI Traveling Tartan Truck to attend tradeshows and events throughout North America.</p> <ul style="list-style-type: none"> • Semi truck and trailer wrapped to look like the SDI logo with an exterior billboard messaging system. • Interior to feature interactive kiosks highlighting the six targeted sector areas and a meeting/media room. • Truck and trailer would travel around to attend select tradeshow and events throughout the year allowing attendees to gain first knowledge of who and what Scotland is all about <p>2. Design and development a freestanding SDI kiosk to be used in high traffic areas at tradeshows and other SDI events</p> <ul style="list-style-type: none"> • Kiosk to feature interactive imagery and copy which defines what Scotland has to offer. • Information could include all six sectors or focus on one specific sector. <p>3. Station Domination Campaign</p> <p>One major tradeshow or event would be selected from the schedule. A comprehensive advertising and marketing campaign would be developed to ensure that the audience is being targeted at all possible points with the appropriate message. Airport, hotels, conference center, hospitality suite, etc. A number of tactics would be used – dioramas, billboards, floor graphics, banners, door hangers at hotel, etc.</p>	<p align="center">@200,000</p> <p align="center">@50,000</p> <p align="center">@250,000</p>		

<p>OPTIONAL PROGRAM: ADDITIONAL PRINT ADVERTISING OPPORTUNITIES</p>	<p>Utilize MNI Executive Network to reach target audiences in all six sectors with a geographically localized print campaign. Budget amount includes one insertion only</p> <ul style="list-style-type: none"> • MNI provides prestigious national magazine advertising on a targeted local market basis • Select publications include: Business Week, Fast Co., Fortune, Fortune Small Business, Money and Mutual Funds • Markets include: Baltimore, Boston, Miami/Ft. Laud, Palm Beach, NJ, San Francisco, Tampa, Petersburg, Clearwater, Washington, (Select mid-west markets are also available) • Recommend a frequency of 3 x • While the publication list cannot change, further selection of the geographies could be selected to decrease cost 	<p>\$147,000</p>		
--	---	------------------	--	--

Scottish Development International -Agreed North American PR Goals for April 1st 2002 - March 31st 2002

- The agency will secure 4-5 major features (one per quarter with at least 10 column inches per story) in key national and regional blue chip press publications (eg NY Times, Wall St Journal, San Francisco Chronicle, San Jose Mercury News, U.S. News & World Report and on-line publications such as UPSIDE, Net Economy, forbes.com, etc).
- The agency will secure 12-15 major features in vertical trade press in key sectors i.e. biotechnology, microelectronics, optoelectronics and financial services
- The agency will coordinate 20 phone or in-person interviews between representatives of Scottish Development International (mainly the Director) and members of key media
- The agency will coordinate a further 20 interviews with key journalists in target areas - 6 in biotechnology; 5 in microelectronics; 5 in optoelectronics; and 4 in financial services
- The agency will secure at least 3-4 major features for each of the key trade shows we concentrate on eg OTC, E3, OFC, Photonics West, DAC, Semico etc. providing there is major news to announce at each show.
- The agency will organise 2 press tours (for Semiconductors and Optoelectronics) with 6 journalists and one agency person on each tour
- The agency will identify key local publications in 10 regional U.S. media markets and secure 1-2 stories in each (10-20 stories total)
- The agency will set up a WeberWorks site for Scotland and post all information and materials on this in a timely fashion. A monthly report should be posted on this prior to the monthly meeting for discussion at the meeting. This should itemise the hours and activities conducted that month
- Invoices to be sent promptly with Purchase Order numbers marked on them
- All facts in press releases should be verified and cleared before release
- DRAFT LANGUAGE: Based on messages as defined by the client WS will work to increase the penetration of those messages in key publications where coverage of economic development and technology stories concerning Scotland, Ireland, the Netherlands and Wales appears - this is not a "hard " target, but one which should be kept in mind at the review meetings
- **Alba - we have a separate budget for this. Jenny Honey to itemise key issues and set separate targets**

**Scottish Enterprise
Roles and Responsibilities
May 22, 2002**

Ellen Fletcher, Senior Vice President

Senior Counsel
Strategic Planning (including team meetings, client meetings and calls)
Budget Oversight

Lars Carlson, Director

Day to Day Client Contact
Account Management
Budget Oversight
Media Relations

Point person for following sectors:

- Biotechnology
- Financial Services
- Energy
- Creative Industries

Anne Coyle, Group Manager

Day to Day Alba Contact
Press/Analyst Activity
Special Event Planning
Media Relations

Point person for the following sectors:

- Microelectronics
- Opto electronics
- Communications Technology

Tom Bain, Account Executive

Media Relations
Drafting of media announcements and advisories
Speaking opportunities
Trade Show Coordinator
Account administration including compiling media lists, status reports, pitching grids

T.C Ford, Associate Account Executive

Media Relations
Drafting of media announcements and advisories
Account administration including compiling media lists, status reports, pitching grids
Research
Point person for Weber Works (content and questions)

Caroline Malone, Account Coordinator

Administrative work including status reports, scheduling, travel arrangements, clip service coordinator
Research



WEBER SHANDWICK
WORLDWIDE

RM/Agreements/Mike Rymaruk (t.c.s) 2.11.01

F.A.O. Mike Rymaruk
Scottish Enterprise
150 Broomielaw
GLASGOW
G2 8LU

November 2001

Dear Sirs

This letter agreement ("Agreement") sets forth the terms and conditions under which Weber Shandwick Worldwide Inc. ("Agency") agrees to provide marketing communications, public and investor relations and related consulting services to Scottish Enterprise ("Client"), effective as of November 1, 2001 (the "Effective Date").

1. Services.

1.1 Agency shall provide a broad range of marketing communications, investor relations, public relations and/or advertising services to Client, with a full description of the services by Agency as set forth in Attachments A and B. Agency has considerable skill, knowledge and experience of the Services, which Client will be relying on. Agency shall use its best endeavours to promote the interests of Client and ensure the Services are performed promptly, industriously, diligently and to the highest professional standards and in accordance with all applicable laws and regulations.

1.2 Affiliated Entities. Where applicable, entities affiliated with the Agency may be utilized by Agency in performing services on Client's behalf. Client may, at its option, determine whether or not to use the services of the affiliated entities. Estimates will be submitted for written approval before agreed upon work proceeds. Unless otherwise agreed to by the parties, the terms and conditions of this Agreement shall govern Client's relationship with any of Agency's affiliated entities.

2. Compensation And Expenses.

For our services and outlays on your behalf, you agree to pay us compensation as follows:

2.1 Client shall pay to Agency the fees and reasonable, actual out-of-pocket expenses referred to in Attachment B. The fees are inclusive of any local purchase tax (if any) payable. Client shall be responsible for paying sales tax on expenses where applicable.



WEBER SHANDWICK
WORLDWIDE

2.2 All payments to Agency shall be made against Agency's vouching and billing which shall be presented at the end of each calendar month during the period of the provision of the Services in respect of the hours worked in that month or proposed to be undertaken in the succeeding month. Such vouching or billing to account for expenditure on expenses to the effect that such expenditure is reasonable and necessary for the proper performance of the Services, e.g. the production of vouchers or invoices or other evidence verifying this. Subject to the foregoing, payments shall be made by Client within twenty eight days following the receipt by Client of Agency's vouching or billing.

On or about the first of each month, Agency shall bill Client for the Fee and any hourly time charges that exceed the Fee and the reimbursable expenses incurred by Agency during the previous and/or prior months. In the event payment is not received within thirty (30) days of invoice date, Client agrees to pay Agency the simple interest computed at 1 1/2% over the prime rate of interest per annum in effect at Citibank, N.A., in New York City, on the amount outstanding at the end of such 30-day period, until such payment is received. Client agrees to reimburse Agency for any costs incurred (including reasonable attorneys' fees) in connection with Agency's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, Client shall notify Agency in writing of the disputed amount and reason for the dispute, and Client shall pay all undisputed amounts owed while the dispute is under negotiation.

2.3 Payment by Client shall be without prejudice to any claims or rights, which Client may have against Agency and shall not constitute any admission by Client as to the performance by Agency of its obligations hereunder.

3. Term; Termination.

3.1 This Agreement is effective as of the Effective Date first stated above and shall, unless terminated by the remaining provisions of this Agreement, endure until March 31, 2002. This Agreement, will continue in full force and effect from that date unless terminated sooner without penalty by sixty (60) days' prior written notice given by either party to the other (the "Notice Period"). The rights, duties and responsibilities of Agency and Client shall continue in full force and effect during the Notice Period, including the placing of advertising materials in any print media whose closing dates fall within the Notice Period, and in any broadcast media whose date of broadcast falls within the Notice Period. Agency will receive normal fees and a pro-rata bonus (if applicable).

3.2 Upon termination or expiry of this Agreement, any materials or services Agency has committed to purchase for Client shall be paid for by Client and Agency shall receive applicable compensation as outlined herein. Agency shall transfer, assign and make available to Client or Client's representative all property and materials in Agency's possession or control belonging to and paid for by Client, provided that there is no overdue indebtedness then owing by Client to Agency.

3.3.1 Upon any material breach by any one party to the other of any of its duties and obligations under this Agreement the non-breaching party shall have the right to terminate this Agreement where the breaching party fails to cure within thirty (30) days, by notice in writing to the non-breaching party.



WEBER SHANDWICK
WORLDWIDE

3.3.2 Client may also terminate this Agreement forthwith by notice in writing to the Agency if the Client is unable to pay its debts or enters into a trust deed for its creditors or is sequestered or shall become apparently insolvent or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation of such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or has diligence executed against it or takes or suffers any similar action which in the opinion of Agency means that the Client may be unable to pay its debts.

3.3.4 Clauses 3, 4, 5, and 8 shall survive termination of this Agreement. Clauses 6 and 11 shall survive for a period of twelve (12) months from the effective date of termination.

4. Confidentiality. Agency shall take reasonable steps to ensure that proprietary or confidential information ("Confidential Information") supplied by Client to Agency is not disclosed to any third party. Confidential Information does not include information known to Agency prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. Agency shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally compelled to do so after notice to Client. In the course of performing the services required of Agency hereunder, Agency may disclose Confidential Information as Client shall have approved for disclosure.

5. Ownership; Use Of Materials. Subject to any third party rights in licensed elements, Client shall be sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement. Subject to obtaining the prior written consent of Client, the Agency may use any materials produced hereunder in Agency's portfolio, on Agency's web site and for internal and trade purposes. Subject to the foregoing provisions of this Clause 5:-

5.1 Agency agrees that all right, title and interest in and to any intellectual property rights created by the Agency in relation to the provision of the Services shall arise and remain vested in Client and further agrees to assist Client in connection with any application to register any intellectual property rights as is required by Client and at the expense of Client.

5.2 Agency hereby assigns to Client by way of future assignation of copyright and design right all copyrights and design rights, which may be created by Agency during its provision of and related to the Services.



WEBER SHANDWICK
WORLDWIDE

5.3 Subject to materials containing third party licensed elements, Agency warrants and represents that Client will be free to assign, licence or otherwise transfer such intellectual property rights without any third party claims, liens, charges or encumbrances of any kind and that Agency is free of any duties or obligations to third parties which may conflict with the terms of this Agreement.

6. Non-Solicitation. During the Term hereof and for a six-month period thereafter, Client shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise) an employee of Agency without Agency's prior written consent. If Client engages the services of an employee of Agency during the Term hereof or six-months thereafter, Client agrees to pay Agency a fee calculated as twenty percent (20%) of that person's annual salary and/or other compensation.

7. Client Obligations. Client shall be responsible for the accuracy, completeness and propriety of: (a) information concerning Client's organisation, products, and services; (b) rights, licenses and permissions to use materials furnished to Agency by Client or on Client's behalf in the performance of this Agreement; and (c) the content of any press releases approved by Client.

8. Indemnity.

8.1 Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental agency, which arises out of or in connection with breach of this agreement; information or materials supplied by Client or a third party authorized by Client to Agency; or as a result of any governmental investigation, proceeding or administrative hearing regarding the Services.

8.2 Agency shall defend, indemnify and hold Client harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Client by any third party, including any governmental agency, which arises out of or in connection with breach of any representation or warranty under this agreement.

8.3 Limitation Of Liability. In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

9. Insurance. Agency undertakes to take out adequate insurance cover with an insurance office of repute to cover liabilities accepted by it in this Agreement and at Client's request will produce a copy of the insurance policy or policies and relevant renewal receipts for inspection by Client.



WEBER SHANDWICK
WORLDWIDE

10. Modification of Plans. In the event Client modifies or cancels any plans or work in process, Client agrees to assume Agency's liability for all authorised commitments, to reimburse Agency for all expenses incurred relating thereto, to pay Agency any related service charges in accordance with the provisions of this Agreement relating thereto, and to indemnify Agency for all claims and actions by third parties for damages and expenses that result from carrying out Client's instructions.
11. Failure of Media and Suppliers. Agency shall use reasonable endeavours to guard against any loss to Client as the result of the failure of media or suppliers to properly execute their commitments, but Agency will not be responsible for their failure.
12. Audit. Client, at its expense and through its authorised employees or its independent certified public accountants, shall have the right during normal business hours to examine Agency's records of expenditure on Client's business on an annual basis, excluding access to individual payroll and personnel records. Client shall notify Agency sufficiently in advance (but not less than thirty days) to ensure that such records are made available to Client's authorised representative at Agency's premises. Agency shall keep detailed records of all things done by it in relation to the provision of the Services and at Client's request shall make them available for inspection and/or provide copies to Client.
13. Force Majeure. The parties shall not be liable for any delay or failure to carry or make continuously available the Services if such delay or failure is due to any cause beyond the control of the parties, including without limitation restrictions of law or regulations, labour disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the parties hereto agree that, for the purpose of enforcing any claim hereunder, the plaintiff shall institute legal proceedings in and shall submit to the exclusive jurisdiction of the courts of the country in which the defendant has its place of business referred to above.
15. Waiver; Assignment. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorised representative of the party to be charged with such a waiver. Neither party shall assign this Agreement without the other party's prior written consent.
16. Entire Agreement; Severability. This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement may only be modified in writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
17. Non Conflict. Agency warrants that it has disclosed and shall disclose to Client all of its existing or potential conflicts of interests which may in any way affect the independence and objectivity of its provision of the Services.



WEBER SHANDWICK
WORLDWIDE

18. Agency Representatives. Agency shall provide the Services through the individuals detailed in Attachment C or such other people as may have been approved by Client ("the Agency's Representatives"). Attachment C may be modified from time to time without Client approval due to termination or attrition of Agency Representatives. The Client shall be entitled to terminate this Agreement without penalty in terms of Clause 3.3.1 of this Agreement if the Services are not provided through the Agency's Representatives."

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files.

Very truly yours,

ACCEPTED & AGREED

WEBER SHANDWICK WORLDWIDE, INC.

SCOTTISH ENTERPRISE

By: Micho F. Spring

By: _____

Printed Name: Micho F. Spring

Printed Name: _____

Title: Chairman, New England

Title: _____

Address: 399 Boylston St., Boston, MA 02116

Address: _____

Date: 11/29/01

Date: _____

Attachment A

SE PR Goals (these goals are for a 12month full Operational Year period) –For the contract period November 1st – March 31st, results will be based on a “pro-rata” basis

1. Coverage –

SE - The coverage by Leftons last year + 20%

2. Share of Voice – not required

SE - Based on column inches recorded by the clippings service of BSMG for economic development and technology stories about Scotland, Ireland, the Netherlands and Wales, BSMG will maintain at least 40% “share of voice” in key publications, and aim to raise this to at least 42% - **Not required**

3. National features –

SE - The agency will secure 5 major features (at least 10 column inches per story) in key national and regional blue chip press publications (eg NY Times, Wall St Journal, San Francisco Chronicle etc --- Agency to suggest other key national and regional publications)

4. Trade features –

SE - The agency will secure 15 major features (per whole year) in vertical trade press in key sectors (*NOTE – this includes the technology areas listed below*)

General note – my view is that the Scotland corporate message should be presented to the blue chip press via national features, looking at some of our key selling messages. Trade features will be more narrowly focused on key influencing publications.

5. Interviews –

SE - The agency will coordinate 25 phone or in-person interviews between representatives of LIS North America (mainly the Director) and members of key

other centres of excellence such as the Scottish Microelectronics Centre, AMCET, Compound Semiconductor Technologies etc)

6. Media tours –

SE - The agency will recruit 14 journalists (for all of SE) to press tours of Scotland (*NOTE – Number here is high due to possibility of two media tours – they may be on any subject including focusing on any single technology area*)

Communications Technologies – 6 relevant journalists to visit Scotland (*NOTE – This may be unrealistic but as a long term aim we would like to identify key media contacts in this area and get them to come to Scotland*)

Alba – 8 relevant journalists to visit Scotland (*NOTE – see note above relating to SE media tours. One of the SE media tours could relate to Alba*)

Microelectronics – 6 relevant journalists to visit Scotland either as part of media tour or separately (*NOTE – ditto above*)

7. Analysts – target financial or sector analysts to either visit Scotland or meet representatives for a presentation on Scotland, or a particular project.

SE – 6 analysts

Alba – 8 analysts (*NOTE - This relates to analysts tour as per Alba proposal*)

Microelectronics – 4 analysts (*NOTE - Some analysts may cover Alba as well as the wider industry. We do, though, want to present that wider picture to some key industry commentators, where appropriate. This is really an estimate of the number of analysts that we would want to give a wider picture to, rather than just focusing on Alba*)

Optoelectronics – 3 - 4 analysts (*NOTE - Likely to be attending industry shows and can be done there. Unlikely to need a separate tour*)

Communications Technologies – 2 analysts (*NOTE - This may be a separate trip. There are a couple of key analyst companies listed on the amended proposal, which are important for us to speak to. Where and when is a matter for discussion*)

Attachment B
Scottish Enterprise
Public Relations Budget Estimate for November 2001 through March 2002
Revised November 25, 2001

Overall Activity Description	Subactivities within Overall Activity	Detailed Activities	Staff Time	Out-of-Pocket Cost	Total
MONTHLY RETAINER	N/A	<p>Ongoing media relations and support, including the items listed below, for Scottish Enterprise and the following teams within Scottish Enterprise: Locale in Scotland, Scottish Trade International, the Alba Centre, Microelectronics team, optoelectronics team and communications technologies team:</p> <ul style="list-style-type: none"> • Press tour recruitment (two trips, fourteen roundtrip airfares) • Pitching (features, op-eds, announcements) • Identifying strategic partnerships • Global Network development • Analyst relations • Ongoing client research • Account management (media monitoring, budgeting, reporting) (\$22,000/month x 9 months) 	\$110,000	\$15,000	\$125,000

<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Special Events</p>	<p>October Launch Visit (five days: NY, NJ, MA)</p> <ul style="list-style-type: none"> • Strategic planning • Media pitching and meetings • Development & production of materials, i.e. invites, media presentation, fact sheets, etc. • On-site coordination and logistical support • Travel (two BSMG staff members) 	<p>\$35,000</p>	<p>\$15,000</p>	<p>\$50,000</p>
<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Special Events</p>	<p>West Coast Visit (five days: CA, OR, WA)</p> <ul style="list-style-type: none"> • Strategic planning • Media pitching and meetings • Development and production of materials, i.e. invites, media presentation, fact sheets, etc. • On-site coordination and logistical support • Travel (two BSMG staff members) 	<p>\$55,000</p>	<p>\$15,000</p>	<p>\$70,000</p>
<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Alba Centre Support</p>	<ul style="list-style-type: none"> • Research (i.e. developing branded survey concept) - • Analyst briefings on the East and West Coast • Support for Semico Summit (if we participate) 	<p>\$55,000</p>	<p>\$10,000</p>	<p>\$65,000</p>
<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Optoelectronics support</p>	<ul style="list-style-type: none"> • Larger circulation for Opto News. Perhaps using it as peg for further media coverage • Possible media tour (depending on resource). NB This could be one of the two already nominated. 	<p>\$10,000</p>	<p>\$4,000</p>	<p>\$14,000</p>
<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Microelectronics support</p>	<ul style="list-style-type: none"> • Foundry project – planning and media support. TBC • Advanced packaging – planning and media support. TBC • Ongoing events support TBC 	<p>\$10,000</p>	<p>\$3,000</p>	<p>\$13,000</p>

*Does Corp. *
 2 problems with it
 help*

<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Communications Technology support</p>	<ul style="list-style-type: none"> • Mission to the U.S. based around GlobeComm show and key meetings. November. To include media support, arranging interviews with key publications etc • CommTecho - new publication. Wider circulation and expansion of database. Use as peg for further media coverage 	<p>\$15,000</p>	<p>\$3,000</p>	<p>\$18,000</p>
<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Mailings</p>	<ul style="list-style-type: none"> • LIS Newsletters (3 mailings - 60,000 copies - project management and postage) 	<p>\$5,000</p>	<p>\$42,000</p>	<p>\$47,000</p>
<p>ADDITIONAL PROGRAM ELEMENTS</p>	<p>Strategic Planning and Development</p>	<ul style="list-style-type: none"> • Orientation visit to Scotland • Travel (three BSMG staff members) • SEIO Conference • Travel (one BSMG staff member) • 2 days of planning meetings (Boston) • Travel for Meszaros, Broderick, Bateman 	<p>\$30,000</p>	<p>\$8,000</p>	<p>\$38,000</p>
<p>SUBTOTAL PUBLIC RELATIONS</p>			<p>\$325,000</p>	<p>\$115,000</p>	<p>\$440,000</p>

X

Scottish Enterprise
Advertising and Interactive Budgets Estimate for November 2001 through March 2002
 Revised November 25, 2001

Activity	Detail		Staff Time	Out-of-Pocket	Total
ADVERTISING	2001	2002			
Account Management	<ul style="list-style-type: none"> • Strategic planning • Project coordination • Planning meetings (\$8,000/month x 8 months) 	DIRECT MET.	\$64,000	\$8,500	\$72,500 32,000 104,500
Research	<ul style="list-style-type: none"> • IDI/concept testing (2) Chicago and San Francisco • Honorariums (\$250 x 12 participants) • Travel (2 KRC Research consultants) 	0	\$21,600	\$8,000	\$29,600
Ad Production	3 print ads	20,000	\$45,000	N/A	\$45,000
Advertising Media	(Revised media plan to be submitted separately)		\$213,500	N/A	\$213,500 62,044,647

SE.
ADV.

SUBTOTAL ADVERTISING		\$344,100	\$16,500	\$360,600
INTERACTIVE				
<p>Ongoing Web strategy & Online Initiatives</p>	<ul style="list-style-type: none"> • Ongoing strategic counsel • Interactive account management • Web trend data analysis (if needed) • Technical/Creative consulting • Project site development & maintenance • Database analysis in conjunction with eCRM initiatives: <ul style="list-style-type: none"> • Convert existing databases into single master database • Populate master database via online registration areas on the SE websites • Online partnerships (paid partnership initiatives): Identify, recommend, and secure relationships with online partners 	\$25,000	\$5,000	\$30,000
SUBTOTAL INTERACTIVE		\$25,000	\$5,000	\$30,000
TOTAL PR, ADVERTISING, INTERACTIVE BUDGET ESTIMATE (not including any optional programs)				
				\$830,600

Attachment C

Scottish Enterprise

Weber Shandwick Worldwide/Mullen Account Team

Public Relations: (Weber Shandwick Worldwide)

Boston: Brad Minnick, Managing Director, (Account Manager)
Lars Carlson, Director
Thomas Bain, Associate
Patricia Rodriguez, Associate
Dan Kobayashi, Associate
Micho Spring, Chairman, Weber Shandwick Worldwide
New England, (strategic counsel)

Cambridge: Roger Bentley, Senior Vice President (Alba team)
Anne Coyle, Account Supervisor (Alba team)

Dallas: Mary Brauer, Managing Director (Cyber PR)

New York: Chris Broderick, Senior Managing Director (strategic
counsel)

Silicon Valley: Chris Bateman, Vice President and General Manager
(Alba team)

Washington: James Meszaros, Principal, (strategic counsel)

Advertising: (Mullen)

Boston: Kathy Martin, Account Supervisor
Tom Stone, Senior Vice President, Account Director
Bill Drake, Vice President, Group Creative Director

Interactive: (Mullen)

Pittsburgh: Dan Gbur, Management Supervisor, Interactive
Jay Good, Partner, Director of Interactive